



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

by lawful condemnation. *Republican Valley R. Co. v. Fink*, 18 Neb. 82. But where both parties treat the appropriation as permanent, damages may be assessed with reference to future injuries. *Fowle v. New Haven & Northampton Co.*, 107 Mass. 352. Hence the full value of the land is a fair measure, the judgment operating as a bar to future action.

EASEMENTS — PRESCRIPTION — RIGHT OF WAY OVER RAILROAD PROPERTY.

— A railroad company had owned for seventy-five years the fee of certain land. Persons living in the neighborhood had used it as a road for thirty or forty years. *Held*, that, since prescription rests on the presumption of a grant, which a railroad company has no power to make for other purposes than those for which it acquired the land, no prescriptive easement of right of way can be acquired against a railroad. *Blume v. Southern Ry. Co.*, 67 S. E. 546 (S. C.).

The South Carolina court permits the acquisition of a fee against a railroad by adverse possession, but distinguishes the case of an easement by reasoning based wholly upon the fiction of a lost grant. *Hill v. Southern Ry.*, 67 S. C. 548. See *Matthews v. Seaboard Air Line Ry.*, 67 S. C. 499. It therefore falls into the error of considering the matter as a question of what a railroad can transfer voluntarily, rather than what can be acquired against it by reason of its laches. The case illustrates the desirability of abandoning the fiction of a lost grant, and resting prescriptive easements upon the plain analogy between adverse user and adverse possession. *Krier's Private Road*, 73 Pa. St. 109. The better cases agreeing in result with the principal case proceed on the ground that a railroad's right of way, being of a public nature, is unaffected by adverse possession. *Southern Pacific Co. v. Hyatt*, 132 Cal. 240. A well-considered case holds that where a railroad constantly uses a track on its right of way an easement cannot be acquired thereon by prescription. *Pennsylvania R. Co. v. Freeport*, 138 Pa. St. 91. But this exemption should not be extended to unimproved railroad property, and the weight of authority is opposed to the reasoning of the principal case. *Gay v. Boston & Albany R. Co.*, 141 Mass. 407; *Pittsburgh, etc. Ry. Co. v. Crown Point*, 150 Ind. 536; *People v. Eel River & Eureka R. Co.*, 98 Cal. 665.

EVIDENCE — OPINION EVIDENCE — MARKET VALUE. — In an action against a common carrier for failure to deliver household goods shipped by the plaintiff, the evidence of a witness, who testified that he knew the market value of such articles from having received the market quotations which covered the date in question, was excluded. *Held*, that the evidence should have been admitted. *Chicago, Rock Island & Gulf R. Co. v. Clark*, 129 S. W. 186 (Tex., Ct. Civ. App.).

That this is a proper method of proof is undoubted. *Whitney v. Thacher*, 117 Mass. 523. The theory upon which the decisions usually proceed is that the testimony of the witness is opinion evidence, and is admissible as such, though his opinion be based exclusively upon market quotations and price-current lists. *Fountain v. Wabash R. Co.*, 114 Mo. App. 676. It has also been held that the market quotations may themselves be offered in evidence, if their general accuracy is attested. *Sisson v. Cleveland & Toledo R. Co.*, 14 Mich. 489; *Cliquot's Champagne*, 3 Wall. (U. S.) 114. And recent decisions indicate that this view is gaining recognition. *State ex rel. Moseley v. Johnson*, 144 N. C. 257; *Mt. Vernon Brewing Co. v. Teschner*, 108 Md. 158; *Western Wool Commission Co. v. Hart*, 20 S. W. 131 (Tex.). If the documents themselves are admitted, it must be as an exception to the hearsay rule, and one which falls under none of the recognized heads. But to admit reliable market reports, such as guide men in business transactions, does not involve the dangers against which the hearsay rule is directed. And the practical convenience of showing market